

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,

Board,

v.

AMY J. TYRRELL,

Licensee.

Case No. 2003-004038

SETTLEMENT AGREEMENT

Comes now Amy J. Tyrrell, (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a speech-language pathologist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 1995.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges

pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 345, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to §334.120, RSMo, and is authorized by §345.030, to execute and enforce the provisions of Chapter 345, RSMo.
2. Licensee is licensed by the Board as a speech-language pathologist, license number 2001008691, which was first issued in April, 2001. Respondent's license is active, and was current and active at all times mentioned herein.
3. Respondent was delinquent for thirty (30) "approved" hours of continuing education credit for the 2001-2002 reporting period.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Respondent not fulfilling her continuing education requirement is a violation of 4 CSR 150-4.052 (1) and (2), which states in pertinent part:

(1) Each licensee shall biennially complete and report at least thirty (30) hours of continuing education. A person holding licensure in both speech-language pathology and audiology shall biennially collect and report at least thirty (30) hours of continuing education in speech-language pathology and at least thirty (30) hours in audiology. The board shall not issue a renewal of a licensee's certificate of registration unless the licensee documents completion of thirty (30) hours of

continuing education in the immediately preceding reporting period.

(2) The period for completion of the continuing education requirements shall be the twenty-four (24)-month period beginning January 1 and ending December 31 of each reporting period. Continuing education hours cannot be carried over into the next reporting period. A licensee who had failed to obtain and report, in a timely fashion, the required thirty (30) hours of continuing education shall not engage in the practice of speech-language pathology and/or audiology unless an extension is obtained and approved pursuant to rule 4 CSR 150-4.054.

...

2. Cause exists to discipline Respondent's license pursuant to §345.065.2(11),

RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

...

(11) Issuance of a certificate of registration or authority, permit or license based upon a material mistake of fact;

...

3. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 345.065.2(11), RSMo 2000.

4. Cause exists for Board to take disciplinary action against Licensees' license under Section 345.065.2(11), RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. Licensee's license, No. 2001008691, issued to Licensee is hereby VOLUNTARILY SURRENDERED IN LIEU OF DISCIPLINE. Licensee understands that this Agreement will be reported to the Healthcare Integrity and Protection Databank.

2. Within ten (10) days of the effective date of this Agreement, Licensee shall return all indicia of Missouri licensure to the Board including, but not limited to, her wall-hanging and pocket card. If Licensee is unable to locate her license, she shall execute an affidavit so stating and shall forward the affidavit to the Board within ten (10) days of the effective date of this Agreement.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees

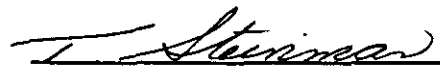
and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

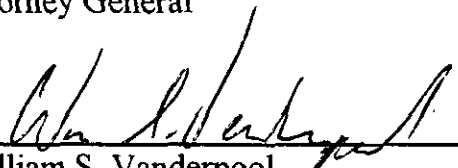
LICENSEE

BOARD

 5/24/04
Amy J. Tyrrell date

 6/8/04
Tina Steinman date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General


William S. Vanderpool
Assistant Attorney General
Missouri Bar No. 54185

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Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 8 DAY OF June, 2004.